

Read your given case study and answer the questions below

1. What rights are in question in this case?
2. Using your own words, explain what the court decision was and why this decision was made.
3. Explain whether or not you agree with the decision.
4. What wider implications do you think this case might have?

Case 1: Uber v Aslam

Yaseen Aslam, and a group of other people were Uber drivers. While working for Uber, they were paid according to the number of drop-offs they carried out. This would mean that there was no guarantee they would earn a minimum wage. In addition to this, they were not granted paid annual leave.

Uber's justification for this was that each of their drivers operate as independent subcontractors. They claimed that Uber was just a technology company, rather than a taxi provider, and each driver was self-employed. Their argument stated that Uber's only role was to act as an agent for the drivers. Aslam disagreed, and claimed that he and the group were in fact workers, entitled to the minimum wage and sick pay.

The courts ruled in favour of Aslam. Whilst they agreed that the terms of the drivers' contracts with Uber suggested they were independent contractors, these terms did not reflect the practical reality of the relationship between the drivers and Uber. Essentially, even though their contracts classed them as subcontractors, the reality of their working relationship with Uber showed they were workers, and this entitled them to traditional workers' rights. The reason the courts considered the reality of the relationship, and not simply the contract, was because there is often an imbalance in power between workers and employers. Workers often have terms dictated to them, with little ability to negotiate. In this case, the courts found that there was no practical way for a worker to negotiate the terms of the contract.

In addition to this, the courts also held that these workers were under obligation to work while the Uber app was on, therefore they should be counted as working from the moment they switch on their app.

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Case 2: IWGB vs Deliveroo

The Independent Workers Union of Great Britain (IWGB) made an application to be recognised as the relevant union acting on behalf of Deliveroo cyclists in a particular delivery zone. For applications to succeed the trade union has to seek recognition on behalf of workers. In this instance, the definition of a worker is similar to the definition in laws that govern employment rights. The Independent Workers Union of Great Britain believed that the delivery drivers they were acting on behalf of were classed as workers.

In the UK, every worker has the right to choose whether or to not belong to a union or to participate in lawful union activities. Deliveroo argued that these cyclists were not in fact workers, therefore had no right to unionise.

The body that oversees trade union recognition found that the Deliveroo cyclists were not in fact workers. Specifically, the contract that they had with Deliveroo gave them the right to use a substitute to perform any work accepted from Deliveroo. As such, these Deliveroo cyclists were deemed not to “personally perform work”, which is a requirement to be classed as a worker.

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Stuart Delivery v Augustine

Mr Augustine was a motorbike courier driving for Stuart, a delivery company. He could register for work by either accepting individual jobs, or signing up for a time slot. If he signed up for a time slot, he would have to remain in the geographic area and be available to accept work that came along. If he wanted to cancel a time slot, he would face a penalty unless there was another worker that wanted to take it.

Mr Augustine made a claim that he was a worker, therefore subject to working time regulations, and entitled not to have unauthorised deductions made from his pay. He argued that rather than being an independent contractor, as his contract with Stuart might suggest, the relationship was actually characterised by a 'carrot and stick' reward system that aimed to ensure workers turned up and performed jobs to an adequate standard. Stuart disagreed, suggesting Mr Augustine was not required to "personally perform work", as he could pass his shift on to another registered driver.

The courts ruled against Stuart Delivery, stating that although Mr Augustine could pass shifts over to other people, these people had to be registered with the company, which limited the pool of people available. As such, personal service was the dominant characteristic of the relationship between Mr Augustine and Stuart.